

Providence Baptist Church
294 Seven Farms Drive
November 28, 2017
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Riegel
2. Approval of Minutes:
 - a.) November 13, 2017 (*Deferred*)
3. Bids and Purchases
4. Resolution to amend the Local Option Sales Tax reimbursement (*Deferred*)
5. Housing and Community Development: Mayor and City Council are requested to submit a grant application in the amount of \$20,000 for the purchase of approximately 30 trees and for community outreach and education. This grant will be implemented in neighborhoods of the Community Development Target areas of the City of Charleston and properties owned by the local housing authority; which are located in West Ashley and Peninsula Charleston. The TD Green Streets awards \$20K to local governments facilitating the planting of trees in low and moderate-income (LMI) communities and provides technical training to residents and volunteers. No match is required for the grant. The grant is due Tuesday, November 21, 2017. The Department of Housing and Community is working in concert with the City of Charleston's Urban Forestry Division, Charleston Trees, a division of the Horticultural Society, Clemson Extension, Charleston Parks Conservancy and neighborhood associations to facilitate implementation and completion of this grant. This is an after-the-fact approval.
6. Parks-Capital Projects: Approval of the Aquarium Parking Garage Southwest Stair Replacement Construction Contract with Structure Tec in the amount of \$147,774 for the replacement of the existing concrete filled metal pan stair treads with precast concrete treads at the southwest set of stairs. Work will also include the replacement of the existing light structure in the stairwell and handrail painting. With approval of the project budget, staff is authorized to award and/or amend contracts less than \$40,000 to the extent contingency funds exist in the Council approved budget. Approval of this action will institute a \$200,000 project budget of which the \$147,774 Construction Contract will be funded. The funding source for this project is the Parking Facilities, Structural Repairs in the Parking Fund (\$1,060,000).
7. Parks-Capital Projects: Approval of Daniel Island Waterfront Trail Cart Bridges 1 & 2 Repairs Emergency Purchase Request in the amount of \$78,680.01 with Salmons Dredging Corporation for the repair of Cart Bridges 1 and 2 on the Daniel Island Waterfront Trail as a result of Hurricane Irma. Funding for Cart Bridge 1 will come from existing funds in the

General Operating Budget under the Capital Projects-Structural Repairs line item (\$42,156.90). Cart Bridge 2 will be funded through insurance reimbursement (\$36,523.11).

8. Public Service: Approval to process a change order for the Trumbo Street pipe repair to increase P170994 by \$51,732 with B&C Land Development, Inc., 3785 Old Charleston Hwy., Johns Island, SC 29455. Additional work was discovered once the initial work began. The new total amount of the work will be \$75,492.
9. Public Service: Approval of the FEMA DR-4241-SC HMGP 226 grant agreement for acquisition and demolition of 36 structures subject to repetitive floods in the amount of \$1,946,429. The total project approved is \$7,785,715. The amount needed is the local match of 25%. Funds will be requested from the State, with any shortfall being paid out of the Drainage Fund.
10. Public Service: Approval of FEMA DR-4241-SC HMGP 2806 grant agreement for acquisition and demolition of 12 structures subject to repetitive floods in the amount of \$806,058. The total project approved is \$3,224,232. The amount needed is the local match of 25%. Funds will be requested from the State, with any shortfall being paid out of the Drainage Fund.
11. A Resolution declaring the results of a Referendum held on November 7, 2017, on the question of acquisition, construction and equipping of safe and affordable housing for persons and families of low to moderate income, shall the City of Charleston be empowered to issue not exceeding \$20,000,000 of General Obligation Bonds.
12. The Committee on Real Estate: (Meeting was held November 28, 2017 at 3:30 p.m. at Providence Baptist Church, 294 Seven Farms Drive)
 - a. Update on the Lowline:
 - i. Update on parking facility issue;
 - ii. Update on cell tower lease and billboards;
 - iii. Update on title commitment (if necessary);
 - iv. Update on acquisition of tract for housing.

After the update, the Committee may consider and take the following actions:

- i. Request approval for the Mayor to execute a First Amendment to the Memorandum of Agreement between the City and the Lowcountry Lowline pertaining to the purchase from the Lowcountry Lowline of approximately 10.98 acres of property in the City owned by Norfolk Southern Railway Company for the sum of \$2.55 million, and setting forth a plan for the improvement of the property into a public linear park, emphasizing that the City may use the Lowline Property for drainage/storm water facilities, utilities, and transit facilities. ***(To be sent under separate cover by the Legal Department)***
- ii. Request approval for the Mayor to execute a First Amendment to the Purchase and Sale Agreement between the City and the Lowcountry Lowline whereby the City will

purchase approximately 10.98 acres of property in the City for \$2.55 million upon acquisition of such property by the Lowcountry Lowline from Norfolk Southern Railway Company, to extend the City's due diligence period and to extend the closing date. ***(To be sent under separate cover by the Legal Department)***

- iii. Request approval of a First Amendment to the Purchase and Sale Agreement between the City and Norfolk Southern Railway Company pertaining to the City's acquisition of an approximately 0.71-acre tract of land off F Street for the sum of \$678,500.00, to extend the City's due diligence period. The property is currently owned by Norfolk Southern Railway Company. ***(To be sent under separate cover by the Legal Department)***

- b. Consider the following annexation:

- (i) 251 Louise P. Gardner Street (TMS# 343-03-00-246) 0.10 acre, James Island (District 11). The property is owned by Christopher DiMattia.

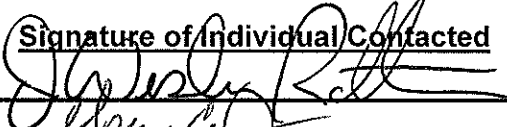
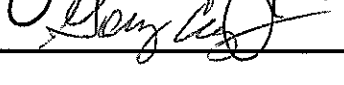
In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

3.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: SUPERION MFR SOFTWARE FOR NEW POLICE MOBILE DATA TERMINALS
REQUEST: APPROVAL OF PURCHASE WITH SUPERION FOR NEW MOBILE FIELD REPORTING
LICENSES FOR NEW POLICE MOBILE DATA TERMINALS. SOLE SOURCE PURCHASE.
COMMITTEE OF COUNCIL: Ways & Means DATE: November 28, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 235000-52058

Balance in Account \$67,101.05 Amount needed for this item \$58,642.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NOTES: Provides new Mobile Field Reporting (MFR) licenses for twenty (20) new Mobile Data Terminals (MDT's/laptops) purchased for the Police Department to expand mobile Computer Aided Dispatch (CAD) and Record Management System (RMS) resources for Police vehicles. Funds to be transferred from Police budget to IT budget for purchasing.

CFO's Signature: 

FISCAL IMPACT: By approving, Council also approves a budget transfer from Police to IT to cover this expense.

Mayor's Signature: _____


John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: ONESolution Mobile Field Reporting (MFR) Software Licensing

REQUISITION NUMBER: PR17

VENDOR: Superion

DATE: November 14, 2017

1. Please state the use for this/these product(s).

Mobile Field Reporting (MFR) software licenses for twenty (20) new Mobile Data Terminals (laptops) used by the Police Department in Police vehicles for mobile dispatch and records access.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. Superion is the developer of the software and the only source for the purchase of the software.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

Superion is the developer of the software and the only source for the purchase of the software.

4. Have you evaluated comparable products within the last two years?

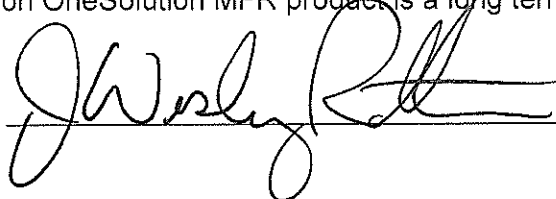
____ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

The Superion OneSolution MFR product is a long term investment by the City.

SIGNATURE



TITLE

CIO



Add-On Quote

Quote Prepared For:

Lin Beets, Jr., IT Project Manager
Charleston Police Department
2 George Street
Charleston, SC, 29403
(843) 577-4788

Quote Number: Q-00001110**Valid Until:**
12/29/17**Quote Prepared By:**

Brian Rennie, Client Success Executive III
Superion
4000 OSSI Court
High Point, NC 27265
Phone: 336-878-1287 Fax: (407) 304-1272
brian.rennie@superion.com

Date: 11/13/17

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact Brian Rennie with any questions.

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution MFR Client-Arrest	20	\$6,000.00	\$960.00
ONESolution MFR Client-Accident Wizard	20	\$3,800.00	\$608.00
ONESolution MFR Client-Accident Reporting	20	\$8,000.00	\$1,280.00
ONESolution MFR Client	20	\$16,000.00	\$2,560.00
ONESolution MFR Client-Racial Profiling	20	\$4,000.00	\$640.00
ONESolution MCT Client-No CAD Interface	20	\$8,000.00	\$1,280.00
ONESolution MFR Client-Citation	20	\$8,000.00	\$1,280.00
Total		\$53,800.00	\$8,608.00

Summary**Product/Service**

License Fees

	Amount
	\$53,800.00 *
Subtotal	\$53,800.00

Total**\$53,800.00**

Maintenance*

\$8,608.00



See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superior in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superior Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superior is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superior receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Additional Terms:

This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the License Program Support Agreement between the parties hereto.

Should Customer terminate this agreement per the "Term of Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. Superior offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as Superior's failure to provide required maintenance services as agreed.



Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the Superior Corporate Travel and Expense Reimbursement Policy.

The Superior application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superior to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superior makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superior reserves the right to adjust this proposal to reflect those changes.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

The date of delivery is the date on which Superior delivers, F.O.B. Superior's place of shipment, the Licensed Program(s) to Customer.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Lin Beets, Jr., IT Project Manager
Charleston Police Department

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section



Product Notes:

ONESolution MFR Client: Includes the following features. -ONESolution MFR Client -Case Supplements -Field Contacts -Incident -Names -Tow Impound -Warrant Tracking

ONESolution MCT Client-No CAD Interface: Purchase of base product includes the following features. -ONESolution MCT Client-No CAD Interface -ONESolution MCT Client-MAPS

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Geona Shaw Johnson

DEPT. Housing and Community Development

SUBJECT AFTER-THE-FACT APPROVAL: TD GREEN STREETS GRANT IN THE AMOUNT OF \$20,000

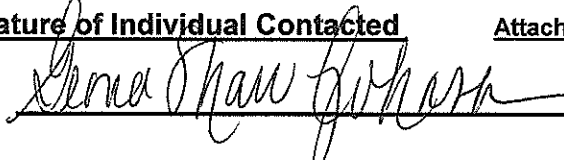
REQUEST Mayor and City Council are requested to submit a grant application in the amount of \$20,000 for the purchase of approximately 30 trees and for community outreach and education. This grant will be implemented in neighborhoods of the Community Development Target areas of the City of Charleston and properties owned by the local housing authority; which are located in West Ashley and Peninsula Charleston. The TD Green Streets awards \$20k to local governments facilitating the planting of trees in low and moderate-income (LMI) communities and provides technical training to residents and volunteers. No match is required for the grant. The grant is due Tuesday, November 21, 2017. The Department of Housing and Community is working in concert with the City of Charleston's Urban Forestry Division, Charleston Trees, a division of the Horticultural Society, Clemson Extension, Charleston Parks Conservancy and neighborhood associations to facilitate implementation and completion of this grant.

COMMITTEE OF COUNCIL:

Ways and Means

DATE: November 20, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Community Dev	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Compliance Officer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following:

Dept./Div: _____

Account #: _____

Balance in Account _____

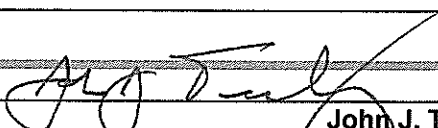
Amount needed for this item _____

NEED: Identify any critical time constraint(s). _____

CFO's Signature: _____

FISCAL IMPACT: _____

Mayor's Signature: _____



John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

TD Green Streets Grant Information

TD Green Streets supports innovative practices in community forestry. Through this grant program, municipalities are eligible to receive one of ten \$20,000 grants in support of local forestry projects in ~~low- to moderate-income (LMI)~~ neighborhoods.

To be eligible for a TD Green Streets grant, your municipality must be one of the ~~eligible communities~~ made up of Arbor Day Foundation Tree City USA® communities within TD Bank's footprint.

This is a reimbursement grant—funds will be provided upon completion of your project and a final report. No more than 50% of the proposed funding can be used to purchase new trees.

Although projects in moderate-income neighborhoods will be accepted, preference will be given to those projects proposed in low-income neighborhoods.

Evaluation Process

TD Green Streets grant applications will be reviewed and evaluated by representatives from the Arbor Day Foundation and TD based on the following criteria:

INNOVATION

There is a clear understanding of the purpose of the program, and a program has been designed that promotes innovative, sustainable practices and tools that benefit the community's urban forest management plan.

PARTNERSHIP AND COMMUNITY INVOLVEMENT

The municipality has demonstrated an ability to involve the community, nonprofit organizations, volunteers, corporate sector, and others in the program. Past projects that have exemplified this criteria have included community or school engagement events like educational fairs, public trainings, art projects, hands-on learning experiences or tree-related story time.

2018 projects are encouraged to address TD Bank's diversity areas of interest, including: minorities, individuals with disabilities, LGBTQ, developing women leaders, and veterans.

TECHNICAL TRAINING/EDUCATION

The municipality is committed to the training and continuing education of community staff and volunteers through workshops, accreditation, conferences, etc. Expertise is also present or can be sought to guide the municipality in its efforts.

MAINTENANCE

A maintenance plan is in place to ensure survivability of new trees.



Eligibility

To be eligible for a TD Green Streets grant, your municipality must meet all of the following criteria:

- ☐ Current (2016 approved Tree City USA) community and located in TD Bank's service footprint.
- ☐ Proposing new trees to be planted in neighborhoods identified as low- to moderate-income (LMI). To confirm neighborhood eligibility, visit the [Low and Moderate Income](#) web page on www.td.com. (Type in the exact address with city, state, and zip code then search. When the info comes up on the left, select Census Demographic Data. Look for the Tract Income Level. If it says Low or Moderate, you qualify.)



Select your state below to view a complete listing of eligible communities based on this criteria:

[Connecticut](#)

[Delaware](#)

[Florida](#)

[Illinois](#)

[Massachusetts](#)

[New Hampshire](#)

[New Jersey](#)

[New York](#)

[North Carolina](#)

[Pennsylvania](#)

[Rhode Island](#)

[South Carolina](#)

[Texas](#)

[Virginia](#)

Although a municipality must be the primary contact on the application, you are strongly encouraged to apply in partnership with community partners such as nonprofit organizations, schools, businesses, etc. A letter of participation printed on organization letterhead will be required from partnering organizations.

City of Charleston TD Green Street Application
Due: November 21, 2017

Contact Information

Primary Contact

Geona Shaw Johnson

Director

City of Charleston Department of Housing and Community Development

johnsong@charleston-sc.gov

Secondary Contact

Burbage, Danny

Superintendent

City of Charleston Parks Department Urban Forestry Division

burbaged@charleston-sc.gov

Organization

City of Charleston Department of Housing and Community Development

75 Calhoun Street, Suite, 3200

Charleston, SC 29401

843-724-3766

Tax ID: 57-6000226

Amount of funding requested (not to exceed \$20,000): \$20,000.00

Proposed Location(s)

1. **Where are the trees to be planted within the community?** You must provide at least one street address and zip code for each proposed area. (Up to three addresses can be provided, if awarded funds all addresses where trees were planted will need to be provided)

- ❖ 140 Jackson Street, Charleston, SC 29403
- ❖ 708 White Oak Drive, Charleston, SC 29407
- ❖ 1904 Doscher Avenue, Charleston, SC 29405

Is this site in an LMI neighborhood? *

☒ Yes ☐ No

Proposal Description

2. **Describe the proposed project in detail.**

- ❖ The City of Charleston is proposing to use the \$20,000 TD Green Streets Grant to contribute to the overall livability and sustainability of neighborhoods by planting an estimated 30 canopy trees in Low to Moderate Income (LMI) neighborhoods of the City of Charleston. The City was successful with an award from the 2014 TD Green Streets funding round. As a result, 28 trees were planted and 129 persons participated in tree plantings, trainings and community events.

As with the previous grant, trees will initially be planted in areas where the Department of Housing and Community Development provides home rehabilitation and newly constructed homes for LMI families. Trees will also be planted in some City of Charleston Housing Authority (CHA) communities. In addition to planting trees, the grant will be used to provide scholarships to residents and City employees for technical training and education related to tree planting and maintenance.

To ease the impact of flooding and to replenish tree canopies throughout the City, we plan to target a number of neighborhoods including but not limited to: the East Side, Westside, North Central, Rosemont and Ardmore/Sherwood Forest neighborhoods along with CHA communities. Many City neighborhoods are being significantly impacted by flooding and have lost trees as a result of storm damage from hurricanes Matthew and Irma, by planting trees it will further enhance the livability, beautification and sustainability of the neighborhoods.

3. **Total estimated number of trees to be planted:** 30
4. **Total estimated number of shrubs to be planted (if applicable):** N/A
5. **How will the TD Green Streets award enhance your community's long term forestry program?**
 - ❖ The TD Green Streets Grant will enhance the City of Charleston's forestry program by supplying additional foliage to the City's most urban areas. The City has had a nationally recognized community forestry program for over 30 years. The grant will enhance the practices of the Urban Forestry Division that coordinates the City's street and park tree planting program. The program plants over 250 trees each year.
 - ❖ Implanting trees on neighborhood streets where there is little or none present will greatly increase the volume of the trees in our communities and is sure to assist in alleviating major flooding issues associated with torrential rain events, tropical storms and hurricanes. The trees planted will be another tool we implement to make Charleston a more resilient City.
 - ❖ Our program will also support replenishing the inventory of community trees. Due to the finite life span of our community trees it is essential to provide these trees in our urban neighborhoods. As trees die, they should be replaced by younger trees to maintain an appropriate balance of 1/3 young trees, 1/3 maturing trees and 1/3 older trees. Because we desire to sustain the environmental, aesthetic and psychological benefits that trees give to our community, we must be consistent in our efforts to replace overly mature trees with younger, more vibrant ones.
6. **Which community volunteers, volunteer organizations, and other partners (e.g., nonprofit organizations) are expected to participate, and how?**
 - ❖ The following community organizations will be sought to participate in our TD Green Streets initiative:
 - Ardmore/Sherwood Forest Neighborhood Association
 - Charleston Parks Conservancy

- City of Charleston Housing Authority
 - East Side Community Development Corporation (Nonprofit Organization)
 - North Central Neighborhood Association
 - Rosemont Neighborhood Association
 - Trees SC (Nonprofit organization)
 - Westside Neighborhood Association
- ❖ We will work in concert with, our partners to recruit volunteers for tree planting events, assist in the development of the educational and promotional materials and provide community outreach and education.
 - ❖ East Side, Westside and North Central neighborhood associations will organize community members that will be assisting with the maintenance and educating the community on the forestry program.

7. What educational materials/events will be developed and/or distributed to increase long-term public awareness of trees?

- ❖ The City of Charleston's Parks Department will provide tree education workshops for the community at our public library, in concert with Neighborhood Association meetings and other venues/events. Residents and City staff will be given the opportunity to attend hands on and instructional training from Trees SC and the Charleston Parks Conservancy.
- ❖ To increase the long-term public awareness, we will use our events as a vehicle to distribute information to neighborhood residents and businesses about trees via public speakers and through web-based resources such as the City's website and through nonprofit partners. Another tool that will be utilized is the Clemson Cooperative Extension Service (CCES) and their Home & Garden Information Center (HGIC). The CCES engages citizens to improve economic development and quality of life by delivering research-based information in agriculture, natural resources, food safety and nutrition, economic and community development, and 4-H youth development. The HCIC is a web-based information center that provides guidance to the community on landscaping, gardening, and plant health among other life enriching subjects. The community can access the HCIC via a toll-free hotline or via the web.

8. Does your event address any of TD Bank's diversity areas of interest? (Check all that apply)

*

- ☒ Minorities
 ☐ Individuals with Disabilities
 ☐ LGBTQ
 ☐ Veterans
 ☐ Women in Leadership
☐ N/A

9. If you selected any diversity areas of focus, please describe how your project could potentially incorporate these focus areas/groups.

- ❖ The population of most LMI neighborhoods selected for this grant is 70% minority. There will be opportunities for all residents including; minorities, persons from diverse backgrounds and individuals with disabilities to participate in tree planting events and educational workshops.

Technical Training/Education

10. How will these award funds be used to enhance the technical expertise and training of your staff and volunteers in an effort to build capacity?

Funds will be used to pay for registration, materials and travel to capacity building events. The City's Parks Department will provide training to staff and volunteers. Additionally, scholarships will be provided for City staff and volunteers to attend training provided by Trees SC, a state-wide non-profit organization. Their mission is to foster the stewardship of South Carolina's community and urban forests through education, networking, and advocacy. Trees SC provides between 8-12 educational programs annually, ranging from community-based programs (called Canopy Sessions) to their Annual Conference. Staff will also be given an opportunity to attend the Partners in Community Forestry National Conference.

11. What plan, including maintenance and watering, is in place to utilize sound arboriculture practices for the new trees planted?

The City has a tree maintenance plan in place to ensure proper care and maintenance of the trees. The Plan is detailed below:

MAINTENANCE PLAN TO ENSURE SURVIVABILITY OF NEW TREES

Watering: This is probably the most critical concern with regards to maintaining healthy plants. Trees will be irrigated daily by an automatic irrigation system for three months, reduced to three times weekly for the next sixty days and finally weekly for thirty days. Watering shall continue from then on as needed. Trees will be hand-watered by volunteers in keeping with sound arboricultural practices; 3 times weekly April- September and once weekly October-March at a rate of 3 gallons per inch of caliper.

Mulching: Trees will be mulched with three inches layer of hard wood mulch, if necessary.

Chemical Weeding: Weeding will be done as needed (possibly four times annually) with an environmentally safe all natural weed control product. Weeds will be pulled periodically as needed and line trimming shall be prohibited.

Pruning and Tree Trimming: No major thinning will occur until the second growing season. Trees will be thinned to keep the trees healthy, maintain the natural character, control shape and prevent crowding. Generally, pruning shall consist of removal of dead, broken, superfluous and intertwining branches. Trees will be pruned in accordance with standards recommended by the International Society of Arboriculture.

12. Who will be responsible for maintaining the trees?

The Urban Forestry Division of the City's Parks Department will be responsible for the maintenance of the trees. Urban Forestry coordinates the City's tree planting programs. The division maintains all trees on City owned properties, including street trees within the city limits. The division keeps an accurate computer inventory of all City trees, including species, condition, and maintenance records. Urban Forestry routinely performs maintenance and responds to citizen requests for tree work on public property.

13. What goals do you have for the program?

- ❖ To plant 30 trees throughout the City of Charleston, engage a minimum of 100 community members and to increase awareness of the TD Green Streets program.

14. What methods will be used to evaluate your success in achieving those goals? (Examples include iTree, assessments, surveys, etc.)

- ❖ Surveys will be provided via email and direct mail to neighborhood businesses, residents and to non-profits providing community services and the faith based organizations in the neighborhood.
- ❖ Follow-up with neighborhood associations on the participation of neighborhood volunteers.
- ❖ The Urban Forestry's computer inventory system will also be used in the evaluation of the program.

15. How will the results of your program, including community engagement, be tracked and shared?

- ❖ Each neighborhood association will keep a record of participants in the tree planting and maintenance program. Information will also be shared via the City's website.

16. How will you encourage media attention in order to share the story of TD Bank's involvement?

- ❖ Results will be posted on the City's website; we will also send out press releases and include the information in reports to the Mayor and City council. We will also provide the results to our community partners via email and other avenues.

17. What are the major milestones of your project? (Please use the format in the example below for entering your timeline. Dates listed in green MUST be included in your timeline.)

Project Timeline

February 28, 2018: (If selected) Submit agreement and W9 to the Arbor Day Foundation.

March 2018: Coordinate activities with partners and residents who will receive trees; to organize planting event.

March–April 2018: Select trees at local nursery for the community tree planting event and recruit volunteers for the tree planting event.

April 2018: Organize and implement National Arbor Day and TD Green Streets Grant announcement celebration on the street of one of the City's recently completed home rehabilitation, new construction development, and/or a CHA property. Planting of the first trees also takes place at the event.

June–September 2018: Continue to engage the community and volunteers through partner organizations to plant trees in target neighborhoods. Provide scholarships for volunteers attending the various Canopy Sessions held by Trees SC. Hold two other community events to promote the planting of community trees.

October 2018: City staff and community members attend the annual conference held by Trees SC.

November 30, 2018: Final Report is due to the Arbor Day Foundation. Payment from the Arbor Day Foundation will be distributed upon receipt of the final report.

18. Program Budget

Provide a breakdown of all program costs. (Answers must be listed in dollar format, e.g., \$150.00)

❖ **Community Involvement: * \$500.00**

❖ **Community/Volunteer Education and Training: * \$2,000.00**

❖ **Other: \$0.00**

❖ **Technical Training/Education**

List costs associated with the proposed technical training/education opportunity for your volunteers and/or staff.

❖ **Technical Training/Education: *\$7,500.00**

❖ **Tree Planting**

NOTE: Only up to 50% of the award amount may be used on new trees planted, and they must be planted in an LMI neighborhood.

❖ **Trees: *\$7,500.00**

❖ **Shrubs (if applicable): \$0.00**

❖ **Supplies: * \$2,000.00**

❖ **Maintenance: * \$500.00**

❖ Other: \$0.00

❖ Please calculate your total cost/tree expense (Trees only + Supplies + Maintenance + Other, divided by total # of trees to be planted): * \$333.33/ tree

❖ Program Evaluation

❖ Evaluation Process: * \$0.00

❖ Result Distribution: * \$0.00

❖ Other: \$0.00

❖ Other Costs

❖ Other Costs Associated with the Program/Project:

❖ Please describe what the other costs will cover. N/A

❖ Program Budget (Provide a description and breakdown of all program costs)

Item	Cost	Description
Community/ Volunteer Education and Training	\$2,000	Promotional materials and onsite supplies at community events.
Community Involvement	\$500	Print materials for distribution to the community related to community tree planting and forestry resources.
Subtotal	\$2,500	
Item	Cost	Description
Technical Training/ Education	\$7,500	Scholarships and travel assistance will be provided to 20 persons (8-City Employees/ 12- Community members) to attend the Trees SC annual conference. Scholarships and travel assistance will be provided for 30 volunteers to attend the Trees SC Canopy Sessions held throughout the year
Subtotal	\$7,500	
Item	Cost	Description
Trees	\$7,500	Plant a minimum of 30 Canopy trees in the LMI

		neighborhoods in the City of Charleston
Supplies	\$2,000	Costs incurred due to the installation of the trees on or near concrete or asphalt
Maintenance	\$500	Services/ materials provided from the Parks department.
Subtotal	\$10,000	
Grand total	\$20,000	

CPR COMMITTEE and/or COUNCIL AGENDA

(6.)

TO: John J. Tecklenburg, Mayor
FROM: Edmund Most / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: AQUARIUM PARKING GARAGE SOUTHWEST STAIR REPLACEMENT
CONSTRUCTION CONTRACT
REQUEST: Approval of a Construction Contract with Structure Tec in the amount of \$147,774.00 for the replacement of the existing concrete filled metal pan stair treads with precast concrete treads at the southwest set of stairs. Work will also include the replacement of the existing light structure in the stairwell and handrail painting. With approval of the project budget, staff is authorized to aware and/or amend contracts less than \$40,000.00 to the extent contingency funds exist in the Council approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: November 28, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Jessie Borden, by FE</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 022016-52445

Balance in Account \$147,774.00 Amount needed for this item \$147,774.00
Project Number CP1706D

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this action will institute a \$200,000.00 project budget of which the \$147,774.00 Construction Contract will be funded. The funding source for this project is the Parking Facilities, Structural Repairs in the Parking Fund (\$1,060,000.00).

Mayor's Signature: [Signature]
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

2017 Parking Garage Repairs
Aquarium Garage Stairs
(022016)

CP1706D	DESCRIPTION	Council Approved Budget	Expenses to DATE	Encumbrances	Remaining Budget	NOTES
Design & Engineering						
022016-52445	Aquarium Garage Stair Rehabilitation	\$ 22,600.00	\$ 14,780.00	\$ -	\$ 7,820.00	JMT - P147394
022016-52445	Asbestos Assessment	\$ 350.00	\$ 350.00	\$ -	\$ -	S&ME - P149693
022016-52236	Advertising	\$ 400.00	\$ 389.18	\$ -	\$ 10.82	
Total Design and Engineering		\$ 23,350.00	\$ 15,519.18	\$ -	\$ 7,830.82	
Construction						
022016-52445	Construction Contract	\$ 147,774.00	\$0.00	\$ -	\$ 147,774.00	Structure Tec
Total Construction		\$ 147,774.00	\$ -	\$ -	\$ 147,774.00	
022016-52445	Contingency	\$ 28,876.00				
TOTAL PROJECT COSTS		\$ 200,000.00	\$ 15,519.18	\$ -	\$ 155,604.82	
FUNDING SUMMARY						
YEAR	SOURCE	BUDGET				
2017	Parking Facilities - Structural Repairs	200,000.00				
TOTAL FUNDING		200,000.00				
PROJECT SUMMARY						
TOTAL MAINTENANCE FUNDING		\$200,000.00				
TOTAL MAINTENANCE COSTS		\$200,000.00				
PROJECT BALANCE		\$0.00				

City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this ____ day of **November, 2017** by and between:

The Owner: City of Charleston and **the Contractor:** Structure Tec Construction Services Group
Department of Parks 9994 International Blvd.
823 Meeting Street Cincinnati, Ohio, 45246
Charleston, SC 29403

ARCHITECT ENGINEER – The A/E of Record for this Project is: Johnson, Mirmiran, & Thompson

WHEREAS, the Owner requires the construction of the project ("the Work") identified as follows:

CP-1706A - **Aquarium Parking Garage Stair Repairs**
(Project Number) - (Project Name)

Short Description of the Project:

This project (**Base Bid only**) includes replacement of the existing concrete filled metal pan stair treads with pre-Cast concrete treads only-no riser, at **Southwest** set of stairs. Landings will be removed and replaced with metal pan Poured in place concrete. Existing light fixtures get replaced and existing handrails and stringers to be painted. Testing of specific existing steel members as outlined in Documents. Repairs of Steel Members in Unit Costs.

WHEREAS, the Contractor, whose South Carolina professional license is **G 118002**, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract;

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

CONTRACTOR: Structure Tec Construction Services Group

BY: _____
John J. Tecklenburg
Mayor

BY: 
(Signature of Contractor Representative)

Michael Wensyel V.P.
(Name of Contractor Representative)

ITS: _____

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

- a. THE EFFECTIVE DATE of this Contract shall be the date written above.
- b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
- c. THE DATE OF SUBSTANTIAL COMPLETION shall be **90 calendar days** calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
- d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

- a. THE CONTRACT SUM OF **\$147,774.00** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
- b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: _____
Not Applicable ☒

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **Two Hundred Dollars (\$200.00)** for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract shall consist of the following:
1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
 2. the Project Manual dated: **September 13, 2017**, the Project Drawings dated **September 7, 2017** and Bid Addenda issued by the City: Numbers **Addendum No. 1, 10/13/2017, Addendum No. 2, 10/25/2017 (Exhibit A)**.
 3. the Contractor's completed Bid Form; **(Exhibit B)**.
 4. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

- A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
 5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.
- C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
 2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
 3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
 4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of this Contract;
 6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
 8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
 9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.
- D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
 2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
 3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
 4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit **Three (3)** sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the

design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

- I. Guarantees and Warranties
 - 1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
 - 2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
- J. Use of the Site
 - 1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
 - 2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.
- K. Taxes
 - 1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
 - 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/E's evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 - 1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
 - 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 - 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 - 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

- A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
 - 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
 - a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
 - b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
 - 2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
 - 3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions

that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
 - 8. Errors and Omissions.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:

1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence \$ 1,000,000
 - e. Fire Damage \$ 50,000
 - f. Medical Expense (any one person) \$ 5,000
 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
 - a. Combined Single Limit \$ 1,000,000
 - OR-
 - b. Bodily Injury & Property Damage (each) \$ 1,000,000
 3. Workers Compensation
 - a. State Statutory
 - b. Employer's Liability \$ 100,000 Per Accident
\$ 500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee
- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.
- H. Bonds
- The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.
1. Bonds shall each be in the amount of 100% of the amount of the Contract.
 2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.
- I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

- A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

- A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.
- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.
- E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

CPR COMMITTEE and/or COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor
FROM: Nate Yokoyama/ Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: DANIEL ISLAND WATERFRONT TRAIL CART BRIDGES 1 & 2 REPAIRS
EMERGENCY PURCHASE REQUEST
REQUEST: Approval of an Emergency Purchase Request in the amount of \$78,680.01 with Salmons Dredging Corporation for the repair of Cart Bridges 1 and 2 on the Daniel Island Waterfront Trail as a result of Hurricane Irma.

COMMITTEE OF COUNCIL: Ways & Means DATE: November 28, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Frances Cantrell</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 520000-52445 - \$42,156.90
956000-52206 - \$36,523.11

Balance in Account * _____ Amount needed for this item \$78,680.01

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Funding for Cart Bridge 1 will come from existing funds in the General Operating Budget under the Capital Projects-Structural Repairs line item (\$42,156.90). Cart Bridge 2 will be funded through insurance reimbursement (\$36,523.11).

Mayor's Signature: [Signature]

John J. Tecklenburg, Mayor

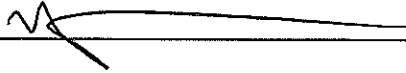
ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

Capital Projects Purchase Request Form

Project Manager: Nate Yokoyama

Date: November 7, 2017

Signature of PM



Project:

Daniel Island Trail Cart Bridge 1 and 2 Repairs

(Number)

(Name)

Type of Purchase:

☐ PROFESSIONAL SERVICES

☒ CONSTRUCTION

☐ ADMINISTRATIVE

Company Name:

Salmons Dredging

Description:

Repairs to cart bridges 1 and 2

Division/Object Account Code (From Project Budget)

520000 - 52445 \$ 42,156.90

956000 - 52206 \$ 36,523.11

Amount: \$ 78,680.01

☒ Lump Sum



☐ Not - to - Exceed

Required Date: 11/14/17

(identify any critical time constraints)

Supporting Documentation/Attachments:

Construction: Contractor Quotes

	Approved	Disapproved	Signature	Date
Director of Capital Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>11/7/17</u>
Capital Projects Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>11/8/17</u>

Reference number to be placed on all invoices associated with this request: _____

A copy of this form is returned to the Project Manager with purchase reference number annotated above. The referenced number **must be included** on the invoice for payment to be processed.

ADMIN USE ONLY:

Vendor # _____

BP: _____

CA/PR: _____

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Capital Projects

PRODUCT: Repair of Cart Bridges 1 and 2

VENDOR: Salmons Dredging, Inc

DATE: 11/2/17

1. Describe in detail the Emergency and impact to City operations.

The two bridges are currently closed due to damage sustained by Hurricane Irma and severely corroded substructure. The bridges are barricaded however the public is still using the bridges crossing over the barricades.

2. Describe in detail the item affected and what corrective action needed.

Portions of the Daniel Island trails are closed until the repairs are completed. Repairs include replacement of corroded substructure, relocation of miss aligned decking, and demolition and rebuilding of wood boardwalk.

3. What is the estimated cost and time to effect repair/replacement?

Cost for repair and reattachment is \$78,680.01 (cost of bonds included). Estimated completion date is by end of February 2018 for council approval, procuring materials and available labor force completing repairs.

Requester Signature

Title Senior Construction Project Manager

Approver Signature

Title DEP DIRECTOR



SALMONS DREDGING CORPORATION
Marine Contractors Since 1919

Post Office Box 42
Charleston, SC 29402
Tel: (843) 722-2921
Fax: (843) 723-4630
www.salmonsdredging.com

October 27, 2017

Mr. Nate Yokoyama, PE
City of Charleston, Department of Parks
823 Meeting Street
Charleston, SC 29403

Reference: Daniel Island Cart/Pedestrian Trail Bridges

Subject: Repairs per Inspection Report by JMT dated September 29, 2017

Dear Mr. Yokoyama,

In response to your recent request, Salmons Dredging Corporation herein offers the following repair proposal for the City's consideration.

Salmons Dredging Corporation proposes to furnish labor, materials, equipment and supervision to execute the scope-of-work outlined during our site visit on Friday, October 20, 2017, and as outlined below:

Cart Bridge #1 –

- Furnish and install new 8" aluminum replacement channels as split caps on (13) bents.
- Furnish and install new ½" x 10" x 18" UV stabilized marine grade plastic polymer sheeting behind new 8" aluminum replacement channels.
- Furnish and install new 5/8" dia. SS all thread rods and bolts at the (13) bents as applicable.
- Reinstate (3) 3/8" dia. HDG wire rope handrail strands by approximately 20' long, using splice methodology with wire rope clips. The wire rope will have a clear vinyl coating.
- Dispose of deteriorated aluminum channels in accordance with local, state and federal regulations.

Cart Bridge #2 –

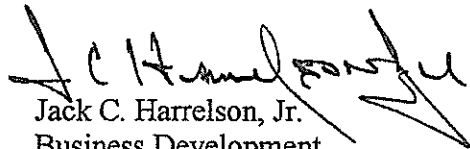
- Furnish and install new 8" aluminum replacement channels as split caps on (7) bents.
- Furnish and install new ½" x 10" x 18" UV stabilized marine grade plastic polymer sheeting behind new 8" aluminum replacement channels.

- Furnish and install new 5/8" dia. SS all thread rods and bolts at the (7) bents as applicable.
- Hoist and reset the horizontal alignment at the north end of the bridge.
- Demo the damaged wooden walkway extension on the north end of the bridge measuring approximately 10'-8" wide x 34' long. Furnish new materials and re-construct as per JMT drawing dated 9/27/2017. Extend to approximately 40' long to bridge gap caused by additional erosion.
- Dispose of deteriorated aluminum channels and timber debris in accordance with local, state and federal regulations.

The cost to perform the above described repairs is \$77,901.00

Please feel free to contact us with any questions.

Best regards,
Salmons Dredging Corporation



Jack C. Harrelson, Jr.
Business Development

From: Most, Edmund
To: Yokoyama, Nate
Subject: FW: Water Taxi Floating Dock, Demetre Park and Floating Dock, and Daniel Island Cart/Pedestrian Bridges
Date: Tuesday, November 7, 2017 8:33:40 AM

Edmund

From: Jack Harrelson [mailto:jackh@salmonsdredging.com]
Sent: Monday, November 6, 2017 11:42 AM
To: Most, Edmund <MOSTE@charleston-sc.gov>
Cc: Keith Simmons <keithsimmons@salmonsdredging.com>; 'Richard Salmons Jr' <salmonsjr@salmonsdredging.com>
Subject: Water Taxi Floating Dock, Demetre Park and Floating Dock, and Daniel Island Cart/Pedestrian Bridges

Edmund,

-
As per our recent conversations, the following is a breakdown of pending work or work changes, related to repairs required as a result of Hurricane Matthew and Hurricane Irma on the above referenced facilities:

-
Water Taxi – Hurricane Irma Damage

- Mob/Demob \$11,053
- Labor \$20,342
- Materials \$16,605
- Bonds (Performance & Payment) \$480
- Total Amount of This Work \$48,480

Demetre Park – Hurricane Irma Damage (this work would be done concurrently with the Hurricane Matthew repairs)

- Fixed Pier Repairs -
 - Mob/Demob \$17,332
 - Labor \$18,768
 - Materials \$2,595
 - Bonds (Performance and Payment) \$386.95
 - Total Amount of This Item \$39,081.95

Note: If we can combine this work with the Hurricane Matthew repairs already awarded, you may deduct \$9,090 from the Mob/Demob

- Riprap & Soils Reinstatement –
 - Mob/Demob \$13,465
 - Labor \$47,898
 - Materials \$126,827
 - Bonds (Performance and Payment) \$1,881.90

- Total Amount of This Item \$190,071.90
- Timber Bollards -
 - Labor \$2,588
 - Materials \$709
 - Bonds (Performance and Payment) \$32.97
 - Total Amount of This Item \$3,329.97

Daniel Island Cart – Hurricane Irma Damage

- Cart Bridge 1 -
 - Labor \$25,648
 - Materials \$9,179
 - Bonds (Performance and Payment) \$348.27
 - Total Amount of This Item \$35,175.27
- Cart Bridge 2 -
 - Labor \$22,150
 - Materials \$7,099
 - Bonds (Performance and Payment) \$292.49
 - Total Amount of This Item \$29,541.49
- Mob/Demob Jointly for Both Cart Bridges
 - Mob/Demob \$13,825
 - Bonds (Performance and Payment) \$138.25
 - Total Amount of This Item \$13,963.25

Total = \$78,680.01

Demetre Park – Additional Hurricane Matthew Damage

- Floating Dock –
 - Replace Damaged Marine Gangway \$18,625.80
 - Bonds (Performance and Payment) \$186.25
 - Total Amount of This Item \$18,812.05

Please feel free to contact us if you should require additional documentation.

Best regards,

Jack

Jack C. Harrelson, Jr.
 Business Development
 Salmons Dredging Corporation
 P. O. Box 42
 Charleston, SC 29402
 Office (843) 722-2921 Fax (843) 723-4630

Mobile (843) 296-8116

{Heavy Marine Construction and Commercial Diving}

Jackh@salmonsdredging.com

www.salmonsdredging.com

8.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Laura Cabiness

DEPT.

Public Service

SUBJECT: PIPE REPAIR TRUMBO ST.

REQUEST: Approval to process a change order to increase P170994 by \$51,732

With B&C Land Development, Inc., 3785 Old Charleston Hwy., Johns Island, SC 29455. Additional work was discovered once the initial work began.

COMMITTEE OF COUNCIL: Ways & Means DATE: 25 September, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Guernsey J. Cantrell</u>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Public Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 193010 Account #: 52206

Balance in Account _____ Amount needed for this item \$51,732

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The new total amount of the work will be \$75,492.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Public Service



PRODUCT: Stormdrain pipe repair

VENDOR: B&C Utilities

DATE: 02/02/2017

1. Describe in detail the Emergency and impact to City operations.

During a Charleston Water Systems sewer repair it was found that a nearby City stormdrain pipe was collapsed beneath the roadway. The pipe will need to be replaced in order to stabilize the area and to provide a functional drainage system. There is reason to believe that additional sections of pipe may be collapsed further down the road. This will be safely investigated once the initial pipe section is replaced and stabilized.

2. Describe in detail the item affected and what corrective action needed.

The collapsed pipe is made of clay material which is outdated and will be replaced with plastic (HDPE) pipe whose size allows connection to the clay pipe. The site will then be backfilled and paved. The paving will only be for the portion of the site outside of CWS's original construction limits.

3. What is the estimated cost and time to effect repair/replacement?

\$23,760.00

The repair will occur immediately.

Requester Signature RAH Title Superintendent of SW

Approver Signature Michael A. [Signature] Title Deputy Dir. Ops.

CITY OF CHARLESTON

PURCHASE ORDER STATUS INQUIRY

Report Date: 11/07/2017

PURCHASE ORDER INFORMATION

PO Number: P145678 Vendor: V008876 B&C Land Development
PR Number: PR170994 Addr Cd: AA

3785 Old Charleston Highway
Johns Island, SC 29455

Open Order

Confirm:	Requested by: Stephanie Wright	Entry Dt: 02/10/2017	Blanket Number:											
Account:	Approved Status: APRV	Req. Dt: 02/10/2017	Blanket Amount:	0.00										
Bid:	Printed by: COOPGA	Apr Dt: 02/13/2017	Blanket Remaining:	0.00										
Contract:		Print Dt: 02/13/2017	Buyer:	B04										
Ship To: L193010	End Use: Trumbo	Sec Cd: 1930	Req. Codes:	<table border="1"><tr><td></td><td>2R</td><td></td><td></td><td>EC</td></tr><tr><td>SE</td><td></td><td></td><td>XP</td><td>ZA</td></tr></table>		2R			EC	SE			XP	ZA
	2R			EC										
SE			XP	ZA										
Bill To: L000001		Type: P												

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg
0001	1.00	1.00	LS	23,760.0000	193010	52206	0.00		23,760.00		N	

Replace clay collapsed pipe beneath roadway
with HDPE pipe size to allow connection to
the existing clay pipe. Area will then be
backfilled. Paving will only be for the
portion of the site outside of CWS's
original construction limits.

PR Notes/Print Before/Print After Text

02/13/2017 cls

Emergency purchase for replacement of clay pipe with HDPE
pie under roadway on Trumbo St - Mike Metzler

APPROVAL STATUS

Status	Approver	Received In	Processed Out	Comments	Reference
Accepted	Stephanie Wright	02/10/2017 9:58:40	02/10/2017 9:58:49	Emergency purchase for replacement of clay pipe with HDPE pie under roadway on Trumbo St - Mike Metzler	A17
Accepted	Mike Metzler	02/10/2017 9:58:54	02/10/2017 10:29:28		A2_0019
Accepted	Mike Metzler	02/10/2017 10:29:31	02/10/2017 10:29:31	ID DEPT63A already approved transaction in activity A2_0019	A3_0021
Accepted	Nam Nguyen	02/10/2017 10:29:32	02/13/2017 9:40:04		A8_0003
Accepted	Chenette Singleton	02/13/2017 9:40:10	02/13/2017 9:56:27		A9_0006
Obsolete	Robin Robinson	02/13/2017 9:40:10	02/13/2017 9:56:27	Obsolete - Action taken by SINGCH	A9_0006
Accepted	Gary Cooper	02/13/2017 9:56:32	02/13/2017 11:07:46		A12
Expired	ONESOLUSER user	02/13/2017 11:07:53	02/13/2017 11:18:41	Expired at 2/13/2017 11:28:41 AM; Do Not Retry - Leave As Expired	A24
Accepted	Stephanie Wright	02/13/2017 11:18:41	02/13/2017 11:18:41		A5

ENCUMBRANCES

	Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	T	Pay
2017	0001	193010	52206	P145678	02/13/2017	23,760.00	0.00	EN	
						Balance:	23,760.00		

B&C LAND DEVELOPMENT, INC.

3785 OLD CHARLESTON HWY

JOHNS ISLAND, SC 29455

Phone # 843-766-8109

Fax # 843-766-8158

DATE	INVOICE #
1/18/2017	723

BILL TO
City Of Charleston 75 Calhoun Street Charleston, S.C. 29402 Engineering Dept. Attn: Frank Newham

			TERMS
			Net 30
DESCRIPTION	Qty	Rate	AMOUNT
City Of Charleston- Trumbo St Approximately 40 LF of 12" pipe point repaired on Trumbo St. Plugged and pumped storm system. Cleaned & Cameraed 12" Line segment from Rutledge Ave up Trumbo. Installed A-1 sand & crushed concrete in roadway.		23,760.00	23,760.00
		TOTAL	\$23,760.00

Fax # 843-766-8158

DESCRIPTION	Qty	Rate	AMOUNT
<p>City Of Charleston- Trumbo St Point Repair #2</p> <p>PR# PR170994 (Change Order)</p> <p>Approximately 15 LF of 12" clay pipe repaired with new PVC on Trumbo St. Plugged & Pumped storm system. Backfilled excavation and compacted. Installed crushed concrete for road base & Asphalted road cuts.</p>		16,120.00	16,120.00
	TOTAL		\$16,120.00

3785 OLD CHARLESTON HWY
JOHNS ISLAND, SC 29455
Phone # 843-766-8109
Fax # 843-766-8158

DATE	INVOICE #
5/17/2017	767

BILL TO

City Of Charleston
75 Calhoun Street
Charleston, S.C. 29402
Engineering Dept.
Attn: Frank Newham

TERMS
Net 30

DESCRIPTION	QTY	Rate	AMOUNT
City of Charleston- Trumbo St PR# 170994 Approximately 40 LF of 12" pipe point repaired on Trumbo St. Plugged and pumped storm system. Cleaned & Cameraed 12" Line segment from Rutledge Ave up Trumbo. Installed A-1 sand & crushed concrete in roadway. Approximately 15 LF of 12" clay pipe repaired with new PVC on Trumbo St. Plugged & Pumped storm system. Backfilled excavation and compacted. Installed crushed concrete for road base & Asphalted road cuts. Installation of 250 LF 12" CIPP in existing clay line Plugged & pumped storm system Cut out 3 EA 6" active services in line Pre & Post tape		23,760.00 16,120.00 35,612.00	23,760.00 16,120.00 35,612.00
TOTAL			\$75,492.00

COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
FROM: Laura S. Cabiness, P.E. DEPT. Public Service
SUBJECT: FEMA DR-4241-SC HMGP 226 AQUISITION AND DEMOLITION 36 STRUCTURES
REQUEST: Approval of the subject grant agreement for acquisition and demolition of 36 structures subject to repetitive floods.
COMMITTEE OF COUNCIL: Ways and Means DATE: November 28, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<i>Francis J. Cantrell</i>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<i>Amy Wharton</i>	<input type="checkbox"/>
Dir. Public Service	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<i>John J. Tecklenburg</i>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 050310 Account #: _____

Balance in Account \$1,946,429 Amount needed for this item \$1,946,429

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

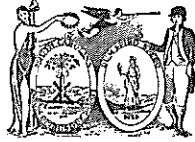
CFO's Signature: *Amy Wharton*

FISCAL IMPACT: Total project approved is \$7,785,715. Amount needed is the local match of 25%. Funds will be requested from the State, with any shortfall being paid out of the Drainage Fund.

Mayor's Signature: *John J. Tecklenburg*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

November 8, 2017

Mr. John J. Tecklenburg
Mayor
City of Charleston
116 Meeting Street
Charleston, SC 29401

Reference: FEMA-DR-4241-SC HMGP Project 226 City of Charleston HGMP Acquisition and Demolition Project of 35 Residential Structures

Dear Mayor Tecklenburg:

South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) for the DR-4241 Hazard Mitigation Grant Program (HMGP).

The Recipient-Subrecipient Agreement must be signed by both organizations. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. Please contact Allen Fountain, State Hazard Mitigation Officer, at 803-413-5242 or afountain@emd.sc.gov if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson
Director

Enclosures

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • Fax: (803) 737-8570



U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

October 20, 2017

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mr. Allen Fountain, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
Project: 4241-0054-R: 226--City of Charleston—Acquisition and Demolition
Corrected Copy

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for \$7,785,715 with a Federal share of \$5,839,286. The project's non-federal share of \$1,946,429 will be provided by the homeowners. The first scheduled obligation of HMGP funds in the amount of \$2,451,685 has been awarded and is referenced in the enclosed Obligation Report. The remaining Federal funds will be released according to the following Strategic Funds Management Schedule:

Projected Obligation Dates:	Description of Work	HMGP Federal Funds	Non-Federal Funds	Total Funds
10/24/2017	Post award appraisals complete. Title work complete. Closing on 18 properties	\$2,451,685	\$817,228	\$3,268,913
2/28/2018	Asbestos Abatement and Demolition, Project Completion	\$384,540	\$128,180	\$512,720
5/28/2018	Post award appraisals complete. Title work complete. Closing on remaining 18 properties	\$2,595,902	\$865,301	\$3,461,202
8/28/2018	Asbestos Abatement and Demolition, Project Completion	\$407,160	\$135,720	\$542,880
Project Totals:		\$5,839,286	\$1,946,429	\$7,785,715

The following is the approved Scope of Work (SOW) for the above referenced project (summarized from the application):

The City of Charleston is proposing the mitigation (acquisition and demolition) of 36 Flood Damaged Structures within the Bridge Pointe Townhome Community. Bridge Point Community Structures are townhomes, thus must be mitigated together. The structures are located in the most vulnerable areas of the SFHA in the City of Charleston. City is proposing the Pre-Event Value Acquisition and Demolition of these 36 Structures. After Acquisition, the properties will be returned to green space and the City will own and maintain these lots indefinitely.

FEMA will not establish activity completion timeframes for individual sub-awards. The Period of Performance (POP) of the grant award will be 36 months from the close of DR-4241's application period. This project must adhere to all HMGP program regulations, guidance, and policy, including the following conditions:

- The Sub-recipient must obtain floodplain permit or approval from the local floodplain administrator before work begins. A copy of the permit or correspondence must be submitted to FEMA upon closeout.
- If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The sub-recipient's contractor will provide immediate notice of such discoveries to the applicant. The sub-recipient shall contact the SC county sheriff or local law enforcement and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with South Carolina Code, Section 16-17-600
- Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
- If any asbestos containing material (ACM), lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the sub-recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.
- Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

To close this project, the Governor's Authorized Representative (GAR) shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Recipient's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement, and this approval letter. A copy

of the Recipient's final site inspection report must be included with the project closeout request. This report will contain, at minimum, all the data fields required for our HMGP final site inspection reports. The Recipient will ensure that all documentation necessary to close the project in NEMIS's Property Site Inventory is also provided in the close-out request letter.

Additionally, citizenship verification forms must be submitted with the project closeout request. Only property owners that have verified they are nationals or qualified aliens of the United States may receive the pre-event value for their homes.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP sub-award's SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

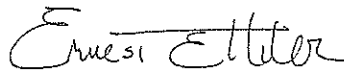
The State (Recipient) must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per 2 CFR Part 200's Uniform Administrative Requirements:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional federal funds.
- A change in the SOW must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Any extensions of the award POP must be submitted to FEMA 60 days prior to the POP's expiration date.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Smartlink** on sub-account number **4241DRSCP0000000545**.

If you have any questions, please contact, of my staff, Carl Mickalonis of my staff at (770) 220-5628 and/or Jean Neptune at (770) 220-5474.

Sincerely,



Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosures

10/24/2017

FEDERAL EMERGENCY MANAGEMENT AGENCY

HMGP-OB-01

9:31 AM

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4241	54 - R	0	13	1	23	SC	Statewide

Sub-Recipient: Charleston

Project Title : 226 - City of Charleston - Acquisition and Demolition

Sub-Recipient FIPS Code: 019-13330

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$2,451,685	\$2,451,685	\$0	\$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$2,451,685	\$0	\$0	\$2,451,685	10/24/2017	Accept	2018

Comments

Date: 10/24/2017 User Id: DBURKETT

Comment: 4241-0054-R-DR-SC-HMGP City of Charleston Aplcn 13 Amendment 0 Action 1 Acquisition/Demo SFM LPN approved for obligation 10/24/2017 Allocation 11 reported on the October Spend Plan Federal share \$2,451,685 approved, HMO

Date: 10/24/2017 User Id: JNEPTUNE

Comment: Project 4241-0054-R (App #13) allocation request of \$2,451,685 federal funds. The City of Charleston, SC to acquire and demolish 3 repetitively flooded homes from the SFHA to eliminate future flood losses. Project subject to SFM; first obligation for pre-award appra reimbursement, Title work, and closing on 17 properties. Project reported on DR-4241 October 2017 Spend Plan.

Authorization

Preparer Name: JEAN NEPTUNE

Preparation Date: 10/24/2017

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 10/24/2017



SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

Severe Storms and Flooding (FEMA DR-4241-SC) Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient"), and the City of Charleston, SC (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on October 5, 2015 President Barack H. Obama issued a major disaster declaration designated FEMA-4241-DR-SC for the State of South Carolina as a result of severe storms and flooding. Federal funding is available on a cost-sharing basis for hazard mitigation measures statewide;

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as "FEMA"), as a result of a Presidential Declaration, made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

WHEREAS, the federal share is limited to 75 % of eligible expenditures and that the Subrecipient shall provide from Subrecipient's funds the other 25 % of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$7,785,715 to be cost shared \$5,839,286 federal and \$1,946,429 local.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Activities" shall be defined as stated in 44 CFR 206.431.
- b) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act,

Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.

- c) "FEMA-State Agreement" is the agreement dated October 5, 2015, between FEMA and the State of South Carolina, for a presidential emergency declaration designated FEMA-DR-4241-SC.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated May 16, 2016 and all associated documents, correspondences, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

4) DUPLICATION OF BENEFITS PROHIBITION

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.

- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the HMGP Application, and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.
- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) ENVIRONMENTAL PLANNING & PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- b) Documentation must include all supporting backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that all work has been performed within

the scope of work specified in the HMGP Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

- a) The HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8. REIMBURSEMENT OF SUBGRANTEE COSTS

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
 - a. Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants Website.
 - b. A Request for Reimbursement (RFR) must be submitted via screcoverygrants website at least quarterly for work that was completed and paid for in that quarter.
- i. The sub recipient must submit accompanying documentation, as necessary, to demonstrate that costs were allowable and reasonable, and incurred during the authorized project period.
- ii. Acceptable documentation includes, but is not limited to contract documents, change orders, copies of original paid invoices, cancelled checks (front and back), purchase orders, bank statements, (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
- iii. The supporting documentation must also comply with the documentation requirements set forth in 2 CFR Part 200. Expenses must be for work included in the scope of work section of the specific Project Worksheet for which reimbursement is requested. *Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document.*
- iv. The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement.
- v. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in Paragraph 21 of this Agreement.
- vi. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management

and Budgeting, the State Chief Financial Officer or as stated under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

9) FINAL PAYMENT

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
 - (i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
 - (ii) Subrecipient shall have submitted the proper documentation;
 - (iii) Recipient shall have performed a final inspection;
 - (iv) The project listing and certification shall have been reviewed by Recipient;
 - (v) Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project.
- b) Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

11) RECOVERY OF FUNDS

a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

12) REPAYMENT BY SUBRECIPIENT

- a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

13) AUDIT

- a. The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.
- b. Audit resolution instructions shall be prescribed by the Recipient.
- c. Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
- i) Two copies of the Audit Report;
 - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii) Any unobligated fund balance due as a result of audit adjustments;
 - iv) A response to management letter findings and recommendations;
 - v) A response to all questioned costs, relating to this Grant and;
 - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.

14) NONCOMPLIANCE

- a. If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or that may otherwise be available.

15) MODIFICATION

- a. The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

16) TIME FOR PERFORMANCE

- a. FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all subgrant awards will begin on April 2, 2017 and end April 2, 2020.
- b. Time extensions are, per Item 15 of this Agreement, a modification and requests must be submitted in writing. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- c. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.

17) CONTRACTS WITH OTHERS

- a. If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b. To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

18) MONITORING

- a. The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b. In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

19) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
- b) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
- d) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
- e) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and

Budget, or any State agency/office, including the State Legislature.

- f) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - i. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii. Commence a legal action for the judicial enforcement of this Agreement;
 - iii. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv. Take any other remedial actions that may otherwise be available under law.
- g) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- h) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- i) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

20) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in

connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.

- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

21) REPORTS AND INSPECTIONS

- a. The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first full quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via www.screcoverygrants.org.
- b. The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c. Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

22) EQUIPMENT

- 1) If the Subrecipient purchases any equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participating in the project costs for the Federal

award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- 2) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years.
- 3) Subrecipient must abide by the maintenance plan included in their HMGP Application.
- 4) Subrecipient must follow all equipment disposition requirements as set forth in 2 CFR 200.313.

23) ATTACHMENTS

- 1) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- 2) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

24) TERM

- a. This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

25) NOTICE AND CONTACT

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

Kim Stenson, Director
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

FOR THE SUBRECIPIENT:

26) AUTHORIZATION

The Subrecipient hereby authorizes _____ as its primary designated agent, and _____ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Recipient and Subrecipient have executed this Agreement;

Recipient: Kim Stenson

Kim Stenson, Governor's Authorized Representative

South Carolina Emergency Management Division

Date 7 Nov 17

Subrecipient: _____

Signature

Printed

Title: _____

Date _____

Subrecipient's Federal Employer Identification No. (FEIN) _____

Subrecipient's Data Universal Numbering System (DUNS) No. _____

EXHIBIT A

Project Summary

Project Title: City of Charleston HGMP Acquisition and Demolition Project of 35 Residential Structures.

Grant # FEMA 4241 – DR – SC 226 (F0054)

Award Date: October 20, 2017

Total Project Cost	\$7,785,715	100 %
Total Federal Share	\$5,839,286	75%
Total Non-Federal Share	\$1,946,429	25%

Brief Project Description: The City of Charleston is proposing the mitigation (acquisition and demolition) of 35 Flood Damaged Structures that meet the designation of being Severe Repetitive Loss, Repetitive Loss, or are included within the Bridge Pointe Townhome Community.

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. It will (1) provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.

8. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the subrecipient.
9. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
10. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
11. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
13. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
14. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
15. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
16. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
17. It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

18. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
19. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
20. It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
21. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
22. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 2898 (Environmental Justice).
23. With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
 - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
 - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.

- e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f. Leave the demolished site clean, level and free of debris.
 - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
 - h. Obtain all required permits.
 - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
 - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l. Provide documentation of public notices for demolition activities.
24. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
25. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
26. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

27. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

28. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

29. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

30. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67

31. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.

32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

33. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

34. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

35. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
36. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

EXHIBIT C

Award conditions as noted in the FEMA award letter of October 20, 2017.

COMMITTEE / COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor
FROM: Laura S. Cabiness, P.E. DEPT. Public Service
SUBJECT: FEMA DR-4241-SC HMGP 2806 AQUISITION AND DEMOLITION 12 STRUCTURES
REQUEST: Approval of the subject grant agreement for acquisition and demolition of 12 structures subject to repetitive floods.
COMMITTEE OF COUNCIL: Ways and Means DATE: November 28, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	Frances J. Cantrell	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	Amy Wharton	<input type="checkbox"/>
Dir. Public Service	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Laura S. Cabiness	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 050310 Account #: _____

Balance in Account \$806,058 Amount needed for this item \$806,058

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

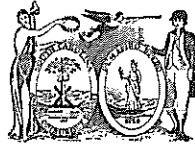
CFO's Signature: Amy Wharton

FISCAL IMPACT: Total project approved is \$3,224,232. Amount needed is the local match of 25%. Funds will be requested from the State, with any shortfall being paid out of the Drainage Fund.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

November 8, 2017

Mr. John J. Tecklenburg
Mayor
City of Charleston
116 Meeting Street
Charleston, SC 29401

Reference: FEMA-DR-4241-SC HMGP Project 280 Acquisition and Demolition of Twelve Damaged Structures

Dear Mayor Tecklenburg:

South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) for the DR-4241 Hazard Mitigation Grant Program (HMGP).

The Recipient-Subrecipient Agreement must be signed by both organizations. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. Please contact Allen Fountain, State Hazard Mitigation Officer, at 803-413-5242 or afountain@emd.sc.gov if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson
Director

Enclosures

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • Fax: (803) 737-8570



U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

October 26, 2017

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mr. Allen Fountain, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project:
4241-0052-R City of Charleston HMGP Acquisition and Demolition (\$280)

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for \$3,224,232 with a Federal share of \$2,418,174 and a non-federal share of \$806,058. The first scheduled obligation of HMGP funds in the amount of \$1,059,660 has been awarded and is referenced in the enclosed Obligation Report. The remaining Federal funds will be released according to the following Strategic Funds Management Schedule:

Projected Obligation Dates:	Description of Work	HMGP Federal Funds	Non-Federal Funds	Total Funds
10/28/2017	Post award appraisals complete. Title work complete. Closing on 6 properties	\$1,059,660.00	\$353,220.00	\$1,412,880.00
5/28/2018	Asbestos Abatement and Demolition, Project Completion	\$149,427.00	\$49,809.00	\$199,236.00
8/28/2018	Post award appraisals complete. Title work complete. Closing on remaining 6 properties	\$1,059,660.00	\$353,220.00	\$1,412,880.00
11/28/2018	Asbestos Abatement and Demolition, Project Completion	\$149,427.00	\$49,809.00	\$199,236.00
Project Totals:		\$2,418,174.00	\$806,058.00	\$3,224,232.00

The following is the approved Statement of Work (SOW) for the above referenced project:

The City of Charleston proposes to acquire and demolish twelve (12) structures from an active imminent landslide. Once the properties are acquired and all structures removed, the land will be

will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the SC county sheriff or local law enforcement and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with South Carolina Code, Section 16-17-600.

- NHPA: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
- RCRA: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- RCRA: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

To close this project, the Governor's Authorized Representative (GAR) shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Recipient's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement, and this approval letter. A copy of the Recipient's final site inspection report must be included with the project closeout request. This report will contain, at minimum, all the data fields required for our HMGP final site inspection reports. The Recipient will ensure that all documentation necessary to close the project in NEMIS's Property Site Inventory is also provided in the close-out request letter.

The State HMGP Administrative Plan defines the procedure whereby the GAR may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4241	52 - R	0	16	1	17	SC	Statewide

Sub-Recipient: Charleston

Project Title : 280 - City of Charleston - Acquisition and Demolition Project

Sub-Recipient FIPS Code: 019-13330

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$1,059,660	\$1,059,660	\$0	\$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$1,059,660	\$0	\$0	\$1,059,660	10/18/2017	Accept	2018

Comments

Date: 10/18/2017 User Id: JNEPTUNE

Comment: 4241-0052-R City of Charleston HMGP Acquisition and Demolition (S280) - Post award appraisals to complete; title work and Closing properties. October Spend Plan SFM funding approved part I of the Federal Share of \$1,059,660 LPN approved for obligation on 10/17/2017 approved by HMO.

Date: 10/18/2017 User Id: DBURKETT

Comment: 4241-0052-R-DR-SC-HMGP City of Charleston Aplcn 16 Amendment 0 Action 1 HMGP Acquisition and Demolition (S280) Allocation reported October Spend Plan SFM funding part I Federal share \$1,059,660 LPN cleared for obligation on 10/17/2017 approved, HMC

Authorization

Preparer Name: JEAN NEPTUNE

Preparation Date: 10/18/2017

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 10/18/2017



SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

Severe Storms and Flooding (FEMA DR-4241-SC) Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient"), and the City of Charleston, SC (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on October 5, 2015 President Barack H. Obama issued a major disaster declaration designated FEMA-4241-DR-SC for the State of South Carolina as a result of severe storms and flooding. Federal funding is available on a cost-sharing basis for hazard mitigation measures statewide;

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as "FEMA"), as a result of a Presidential Declaration, made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

WHEREAS, the federal share is limited to 75 % of eligible expenditures and that the Subrecipient shall provide from Subrecipient's funds the other 25 % of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$3,224,232 to be cost shared \$2,418,174 federal and \$806,058 local.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Activities" shall be defined as stated in 44 CFR 206.431.
- b) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act,

Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.

- c) "FEMA-State Agreement" is the agreement dated October 5, 2015, between FEMA and the State of South Carolina, for a presidential emergency declaration designated FEMA-DR-4241-SC.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated September 9, 2016 and all associated documents, correspondences, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

4) DUPLICATION OF BENEFITS PROHIBITION

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.

- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the HMGP Application, and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.
- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) ENVIRONMENTAL PLANNING & PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- b) Documentation must include all supporting backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that all work has been performed within

the scope of work specified in the HMGP Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

- a) The HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8. REIMBURSEMENT OF SUBGRANTEE COSTS

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
 - i. Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants Website.
 - 1) A Request for Reimbursement (RFR) must be submitted via screcoverygrants website at least quarterly for work that was completed and paid for in that quarter.
 - 2) The sub recipient must submit accompanying documentation, as necessary, to demonstrate that costs were allowable and reasonable, and incurred during the authorized project period.
 - 3) Acceptable documentation includes, but is not limited to contract documents, change orders, copies of original paid invoices, cancelled checks (front and back), purchase orders, bank statements, (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
 - 4) The supporting documentation must also comply with the documentation requirements set forth in 2 CFR Part 200. Expenses must be for work included in the scope of work section of the specific Project Worksheet for which reimbursement is requested. *Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document.*
 - 5) The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement.
 - 6) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the

Recipient as part of the Subrecipient's quarterly reporting as referenced in Paragraph 21 of this Agreement.

- 7) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or as stated under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

9) FINAL PAYMENT

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
 - (i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
 - (ii) Subrecipient shall have submitted the proper documentation;
 - (iii) Recipient shall have performed a final inspection;
 - (iv) The project listing and certification shall have been reviewed by Recipient;
 - (v) Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project.
- b) Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

11) RECOVERY OF FUNDS

a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

12) REPAYMENT BY SUBRECIPIENT

a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

13) AUDIT

- a. The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.
- b. Audit resolution instructions shall be prescribed by the Recipient.
- c. Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
 - i. Two copies of the Audit Report;
 - ii. An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii. Any unobligated fund balance due as a result of audit adjustments;
 - iv. A response to management letter findings and recommendations;
 - v. A response to all questioned costs, relating to this Grant and;
 - vi. Any other adjustments, explanations or information that may be pertinent to the Grant.

14) NONCOMPLIANCE

- a. If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or that may otherwise be available.

15) MODIFICATION

- a. The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

16) TIME FOR PERFORMANCE

- a. FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all subgrant awards will begin on April 2, 2017 and end April 2, 2020.
- b. Time extensions are, per Item 15 of this Agreement, a modification and requests must be submitted in writing. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- c. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.

17) CONTRACTS WITH OTHERS

- a. If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b. To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

18) MONITORING

- a. The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b. In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

19) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
- b) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
- d) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
- e) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and

Budget, or any State agency/office, including the State Legislature.

- f) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - i. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii. Commence a legal action for the judicial enforcement of this Agreement;
 - iii. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv. Take any other remedial actions that may otherwise be available under law.
- g) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- h) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- i) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

20) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding

sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.

- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

21) REPORTS AND INSPECTIONS

- a. The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first full quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via www.screcoverygrants.org.
- b. The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c. Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

22) EQUIPMENT

- 1) If the Subrecipient purchases any equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participating in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 2) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years.
- 3) Subrecipient must abide by the maintenance plan included in their HMGP Application.
- 4) Subrecipient must follow all equipment disposition requirements as set forth in 2 CFR 200.313.

23) ATTACHMENTS

- 1) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- 2) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

24) TERM

- a. This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

25) NOTICE AND CONTACT

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

Kim Stenson, Director
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

FOR THE SUBRECIPIENT:

26) AUTHORIZATION

The Subrecipient hereby authorizes _____ as its primary designated agent, and _____ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Recipient and Subrecipient have executed this Agreement;

Recipient: *K Stenson*

Kim Stenson, Governor's Authorized Representative

South Carolina Emergency Management Division

Date 7 Nov 17

Subrecipient: _____

Signature

Printed

Title: _____

Date _____

Subrecipient's Federal Employer Identification No. (FEIN) _____

Subrecipient's Data Universal Numbering System (DUNS) No. _____

EXHIBIT A

Project Summary

Project Title: Acquisition and Demolition of twelve damaged Structures.

Grant # FEMA 4241 – DR – SC 280 (F0052)

Award Date: October 26, 2017

Total Project Cost	\$3,224,232	100 %
Total Federal Share	\$2,418,174	75%
Total Non-Federal Share	\$806,058	25%

Brief Project Description: The City of Charleston is proposing the mitigation (acquisition and demolition) of 12 Flood Damaged Structures that are located within the City of Charleston in the Special Flood Hazard area, in areas that flood frequently.

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. It will (1) provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.

8. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the subrecipient.
9. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
10. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
11. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
13. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
14. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
15. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
16. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
17. It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

18. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
19. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
20. It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
21. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
22. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 2898 (Environmental Justice).
23. With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
 - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
 - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.

e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.

f. Leave the demolished site clean, level and free of debris.

g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.

h. Obtain all required permits.

i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.

j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.

l. Provide documentation of public notices for demolition activities.

24. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

25. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

26. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

27. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

28. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

29. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

30. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67

31. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.

32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

33. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

34. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

35. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
36. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

EXHIBIT C

Award conditions as noted in the FEMA award letter of October 26, 2017.



A RESOLUTION

DECLARING THE RESULTS OF A REFERENDUM HELD ON NOVEMBER 7, 2017, ON THE QUESTION OF ACQUISITION, CONSTRUCTION AND EQUIPPING OF SAFE AND AFFORDABLE HOUSING FOR PERSONS AND FAMILIES OF LOW TO MODERATE INCOME, SHALL THE CITY OF CHARLESTON BE EMPOWERED TO ISSUE NOT EXCEEDING \$20,000,000 OF GENERAL OBLIGATION BONDS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. City Council ("**City Council**") of the City of Charleston, South Carolina (the "**City**"), hereby finds and determines:

By a Resolution adopted by City Council on May 30, 2017, entitled: "A RESOLUTION PROVIDING FOR AN ELECTION FOR THE DETERMINATION OF THE QUESTION OF WHETHER THE CITY OF CHARLESTON SHALL BE EMPOWERED TO ISSUE AND SELL GENERAL OBLIGATION BONDS OF THE CITY OF CHARLESTON IN THE AMOUNT OF NOT EXCEEDING \$20,000,000 AND FOR THE PURPOSES OF PROVIDING AFFORDABLE HOUSING AND AS SET FORTH HEREIN," City Council ordered a referendum to be held in the City on November 7, 2017 (the "**Referendum**") for the purpose of submitting to the qualified voters of the City the following question:

In order to assist with the acquisition, construction and equipping of safe and affordable housing for persons and families of low to moderate income, shall the City of Charleston be empowered to issue not exceeding \$20,000,000 of General Obligation Bonds?

- (a) The Referendum was held on November 7, 2017.
- (b) There has been received by the City certifications of the Municipal Election Commission of the City certifying that the Referendum held in the City on November 7, 2017, did result favorably to the question submitted therein, there being 6,050 votes cast in favor of the question and 2,561 votes being cast opposed to the question.
- (c) The Referendum was duly and properly held in accordance with the laws of the State of South Carolina, including specifically Title 7 of the Code of Laws of South Carolina, 1976, as amended (the

"Code"), and the Municipal Bond Act, constituting Title 5, Chapter 21, of the Code.

SECTION 2. It is hereby declared that the Referendum held in the City on November 7, 2017, resulted in favor of City Council to issue and sell general obligation bonds of the City in the principal amount of not exceeding \$20,000,000 whose proceeds shall be applied for costs to be incurred for the acquisition, construction and equipping of safe and affordable housing for persons and families of low to moderate income.

SECTION 3. A certified copy of this Resolution and any other documents relating to the Referendum deemed necessary will be filed in the office of the Clerk of Court for Charleston County in accordance with the provisions of the Code; including Section 5-21-320 thereof.

DONE IN MEETING ASSEMBLED THIS 28th day of November, 2017.

CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Mayor

Attest:

Clerk

STATE OF SOUTH CAROLINA)	CERTIFIED COPY OF RESOLUTION
)	DECLARING RESULTS OF A
COUNTY OF CHARLESTON)	REFERENDUM

I, the undersigned, City Clerk of the City of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of a Resolution adopted by the City Council of the City of Charleston on _____, 2017, at which a majority/all members were present. At said meeting, a quorum of City Council was present at all times during the proceedings pursuant to which the aforesaid Resolution was adopted, the original of which is duly entered in the record of minutes of the aforesaid meetings of said City Council in my custody as said City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of November, 2017.

Clerk, City of Charleston, South Carolina

STATE OF SOUTH CAROLINA)	CERTIFICATE OF CLERK OF COURT
)	AS TO FILING OF RESOLUTION
COUNTY OF CHARLESTON)	DECLARING RESULTS OF REFERENDUM

I, the undersigned, representative of the office of the Clerk of Court for Charleston County, South Carolina, do hereby certify that on November __, 2017, I received and filed in the office of the Clerk of Court for Charleston County, South Carolina, a certified copy of a Resolution adopted by the City Council of the City of Charleston, South Carolina, on November 28, 2017, entitled, "A RESOLUTION PROVIDING FOR AN ELECTION FOR THE DETERMINATION OF THE QUESTION OF WHETHER THE CITY OF CHARLESTON SHALL BE EMPOWERED TO ISSUE AND SELL GENERAL OBLIGATION BONDS OF THE CITY OF CHARLESTON IN THE AMOUNT OF NOT EXCEEDING \$20,000,000 AND FOR THE PURPOSES OF PROVIDING AFFORDABLE HOUSING AND AS SET FORTH HEREIN."

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of November, 2017.

Clerk of Court of Charleston County, South Carolina